



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Execute Agreement with U.S. Department of Justice Community Oriented Policing Services (COPS) to Accept the COPS Hiring Recovery Program Grant to Fund Four Entry-Level Police Officer Positions for Three Years (\$1,430,676)

MEETING DATE: September 16, 2009

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Authorize the City Manager to execute an agreement with the U.S. Department of Justice Community Oriented Policing Services (COPS) to accept the COPS Hiring Recovery Program Grant to fund four entry-level police officer positions for three years (\$1,430,676).

BACKGROUND INFORMATION: On July 28, 2009, the U.S. Department of Justice COPS Office announced it would award \$1 billion in American Recovery and Reinvestment Act funding through its COPS Hiring Recovery Program (CHRP). The CHRP provides funding directly to agencies to hire law-enforcement officers in an effort to create and preserve nearly 5,000 jobs, while increasing the agencies' community policing capacity and crime-prevention efforts. Out of nearly 7,300 applications, CHRP grants were awarded to 1,046 law-enforcement agencies, including the City of Lodi. The total award was \$8.3 billion, of which Lodi is receiving \$1,430,676.

The City requested funding for six positions that were to remain unfilled in FY 2009/10 because of budgetary constraints. The grant funds the salary and allowable benefits of four officers at Step "A" pay scale for a period of three years. Reimbursement occurs quarterly.

Accepting the grant will benefit our community. There are now seven unfunded sworn positions. The four additional police officers will allow staff to increase downtown patrol, be more proactive in handling gang and narcotics issues, focus on repeat offenders, increase public outreach and education and promote Community Oriented Policing, and enhance existing efforts to address problematic areas.

This is a good environment to hire police personnel. Lodi expects to be able to hire experienced officers laid off from other agencies.

Accepting the grant also requires a commitment from the City to retain all CHRP officer positions with state and/or local funds for at least 12 months after the federal funding expires, over and above the number of locally funded positions.

APPROVED:

A handwritten signature in black ink, appearing to read "Blair King", written over a horizontal line.

Blair King, City Manager

Authorize City Manager to Execute Agreement with U.S. Department of Justice Community Oriented Policing Services (COPS) to Accept the COPS Hiring Recovery Program Grant to Fund Four Entry-Level Police Officer Positions for Three Years (\$1,430,676)

September 16, 2009

Page Two

Other guidelines and restrictions include:

- Funds may not be reallocated to other purposes or refunded as a result of the grant award;
- City must take active and timely steps to fully fund law-enforcement costs already budgeted as well as fill all locally funded vacancies resulting from attrition during the life of the grant;
- Grant funds may not be used to replace state or local funds;
- Recipients may not reduce their sworn officer budget just to take advantage of the CHRP grant award;
- Any budget cuts must be for fiscal reasons unrelated to the receipt of the CHRP grant funds;
- Grant recipients may not reduce their locally-funded number of sworn officer positions during the three-year grant period as a direct result of receiving the CHRP funding to pay for additional officers;
- Reductions in locally-funded sworn officer positions that occur for reasons unrelated to the CHRP funding (such as citywide budget cuts), do not violate the supplanting requirement, but recipients must maintain documentation demonstrating the date(s) and reason(s) for the budget cuts to prove that they were unrelated to the receipt of CHRP grant funding in the event of an audit, monitoring site visit, or other form of grant compliance review.

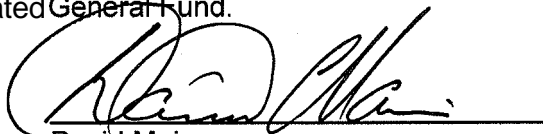
FISCAL IMPACT: If the City accepts the grant it will incur some expense, based on the salary step the officers are hired at. The City would also be required to pay annual salary increases and benefits that are not covered by the grant. The cost estimate for the City would range between \$58,816 and \$87,964 for the three-year grant. In order to reduce the current level of funded sworn positions, the City must provide sound documentation that the reduction was unrelated to the grant funding.

<u>Cost Estimate based on Salary</u>	<u>Benin Step A</u>	<u>Benin Step C</u>
Year 1: 4 Officers' Salary and allowable benefits	\$0	\$24,286
Year 2: 4 Officers' Salary (step increase w/benefits)	\$23,130	\$25,502
Year 3: 4 Officers' Salary (step increase w/benefits)	\$24,286	\$26,776
Uniform Allowance, four-year total (not covered by grant)	<u>\$11,400</u>	<u>\$11,400</u>
Total Estimated cost to City for 3-year grant	\$58,816	\$87,964

Possible additional costs not allowable by grant and based on officer qualifications:

- Bachelor's Degree: \$150 per month
- Advanced POST Certificate: \$150 per month
- Bilingual: \$200 per month
- Tuition reimbursement: Up to \$2,500 annually

FUNDING AVAILABLE: Undesignated General Fund.


David Main
Chief of Police

cc: City Attorney



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Recovery Program



Treasury Account Symbol (TAS) 15-09/10-0412

Grant #: 2009RKWX0151

ORI #: CA03902

Applicant Organization's Legal Name: Lodi, City of

OJP Vendor #: 946000361

DUNS#: 020004552

Law Enforcement Executive: Chief of Police David Main

Address: 215 West Elm Street

City, State, Zip Code: Lodi, CA 95240

Telephone: (209) 333-6725

Fax: (209) 333-6192

Government Executive: City Manager Blair King

Address: 211 West Pine Street

P.O. Box 3006

City, State, Zip Code: Lodi, CA 95241

Telephone: (209) 333-6700

Fax: (209) 333-6807

Award Start Date: 7/1/2009

Award End Date: 6/30/2012

Full Time Officers Funded: 4

New Hires: 4

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

Award Amount: \$ 1,430,676.00

David Buchanan
Acting Director

JUL 15 2009
Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

David Main, Chief of Police

09-16-09

Typed Name and Title of Law Enforcement
Official

Date

Signature of Government Official with the Authority to
Accept this Grant Award

Blair King, City Manager

09-16-09

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Approved as to form:

Attest:

Award ID:
91983

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant **Terms** and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L. 111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds, for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions **do not** provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.**
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/oct/eeop.htm.
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

U. S. Department of Justice
Office of Community Oriented Policing Services

COPS Hiring Recovery Program Grant Terms and Conditions

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services **from** another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and **Other** Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, **Local** Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of **Part** III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
 - (a) the name of the project or activity;
 - (b) a description of the project or activity;

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to maintain accounting systems and records that adequately track account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.